

Furnish this exhibit for EACH foreign principal listed in an initial statement  
and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant 211 North Union St. 3rd Floor Alexandria, Virginia 22314	Black, Manafort, Stone & Kelly Public Affairs Company	2. Registration No.  3600
3. Name of foreign principal  Minpeco S.A.	4. Principal address of foreign principal Jr. Scipion Llona No 350 Miraflores Lima 18, Peru	

5. Indicate whether your foreign principal is one of the following type:

- ☐ Foreign government
- ☐ Foreign political party
- ☒ Foreign or ☐ domestic organization: If either, check one of the following:

- ☐ Partnership ☐ Committee
- ☒ Corporation ☐ Voluntary group
- ☐ Association ☐ Other (specify) \_\_\_\_\_

☐ Individual—State his nationality \_\_\_\_\_

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant.
- b) Name and title of official with whom registrant deals.

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7. If the foreign principal is a foreign political party, state:

- a) Principal address
- b) Name and title of official with whom the registrant deals.
- c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

- a) State the nature of the business or activity of this foreign principal

Worldwide marketing of metals and minerals produced in Peru.

b) Is this foreign principal

- Owned by a foreign government, foreign political party, or other foreign principal ..... Yes ☒ No ☐
- Directed by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☒
- Controlled by a foreign government, foreign political party, or other foreign principal ..... Yes ☒ No ☐
- Financed by a foreign government, foreign political party, or other foreign principal ..... Yes ☒ No ☐
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☒
- Subsidized in part by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☒

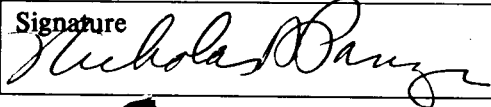
9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

Minpeco S.A. is a corporation organized under the private laws of Peru. Its stock is held by the State of Peru. It is controlled by a foreign government only to the extent that the shareholder of any private corporation in Peru controls the activities of that corporation.

Minpeco S.A. has various commercial lines of credit with the Banco de la Nacion, which is owned by the State of Peru, and other banks in Peru which may, in turn, be owned by the State of Peru. It also has commercial lines of credit with private banks outside Peru.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

Date of Exhibit A 6/14/88	Name and Title Nicholas A. Panuzio Chairman of the Board	Signature 
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INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant  
Black, Manafort, Stone & Kelly  
Public Affairs Company

Name of Foreign Principal  
Minpecco S.A.

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Black, Manafort, Stone & Kelly will monitor, gather, analyze and make available to Minpecco S.A. information relevant to client's business regarding markets, legislation, competition and business environment in the United States, the European Community and elsewhere at the clients request.

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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Black, Manafort, Stone & Kelly will monitor, gather, analyze and make available to Minpeco S.A. information relevant to client's business regarding markets, legislation, competition and business environment in the United States, the European Community and elsewhere at the client's request.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1</sup>  
Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

It is anticipated that the Registrants activities will from time to time constitute "political activities" on behalf of the foreign principal. Such activities will be reported on the Registrants Supplemental Statements as required by FARA.

Date of Exhibit B

6/14/88

Name and Title

Nicholas A. Panuzio  
Chairman of the Board

Signature

*Nicholas A. Panuzio*

<sup>1</sup>Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



## AGREEMENT

MINPECO S.A. (hereinafter 'MINPECO') and BLACK, MANAFORT, STONE & KELLY PUBLIC AFFAIRS COMPANY (hereinafter 'MANAFORT') agree as follows:

MANAFORT and MINPECO hereby agree that MANAFORT will promote MINPECO'S business activities in the world wide market for metals, minerals and ores produced in Peru in accordance with the following terms:

### 1. SCOPE OF UNDERTAKINGS ASSUMED BY MANAFORT

- A. MANAFORT will monitor, gather, analyze and make available to MINPECO information relevant to MINPECO'S world wide operations regarding markets, legislation, competition and business environments especially from key sources of trade associations, business councils and trade departments of various governments in the United States, the European community, other North American governmental bodies and Asian governmental bodies.
- B. MANAFORT shall, at MINPECO'S specific request, undertake additional services for MINPECO, the exact scope of which shall be determined by MINPECO in each case, that may include various trade issues pending before the Executive and Legislative branches of the United States Government or the European community, marketing of MINPECO'S products in the European community or in the Asian countries and participation of MINPECO in various world wide organizations involving metals, minerals and ores.

Whenever MINPECO shall issue a specific assignment to MANAFORT, MANAFORT shall provide MINPECO with detailed written reports of all services rendered and actions taken on behalf of MINPECO.

### 2. TERM

This Agreement shall be effective for one year beginning June 1st, 1988 and ending on May 30th, 1989.

SCIPION LLONA 350 - MIRAFLORES  
LIMA 18 - TELEFS. 473561-472499-475996

TELEX: 20360-20015-25724-25725-21054  
CABLES: MINPECO - CASILLA 5876 - LIMA

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### 3. FEES

MINPECO shall pay to MANAFORT an annual retainer in the amount of U.S. TWO HUNDRED FIFTY THOUSAND DOLLARS (U.S.\$ 250,000.00). The above retainer shall be paid as follows: U.S. ONE HUNDRED TWENTY FIVE DOLLARS (U.S.\$ 125,000.00) upon execution of this agreement and four equal installments of U.S. THIRTY ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (U.S.\$ 31,250.00) on September 1st. 1988, December 1st. 1988, March 1st. 1989 and May 30 1989, respectively. These fees shall be wired to the following bank account:

Sovran/D.C. National Bank  
BLACK, MANAFORT, STONE AND KELLY  
Account Number: 271263-6  
ABA Routing Number: 054-001-204

In addition to such fees, MINPECO shall reimburse MANAFORT for all out-of-pocket expenses including, among other things, expenses for travel, telephone, telex, postage and xeroxing, which MANAFORT reasonably and necessarily incurs as a consequence of the performance of these services herein contracted for. In this request, MANAFORT shall quarterly forward to MINPECO a detailed statement of expenses incurred and MINPECO shall pay such statement within 15 days after receipt.

### 4. NOTICES

All notices provided for herein shall be sent by certified mail, postage prepaid or by telex or facsimile addressed as follows:

To the Company :      BLACK, MANAFORT, STONE & KELLY  
211 North Union Street  
3rd Floor  
Alexandria, Virginia 22314  
Attention: Paul J. Manafort  
Telex: 710-832-0606  
Facsimile: 703-683-6128

To MINPECO:            MINPECO S.A.  
Jr. Scipion Llona No. 350  
Miraflores  
Lima 18, Peru  
Attention: General Manager  
Telex: 394-21054  
Facsimile: 011-51-14-456230

SCIPION LLONA 350 - MIRAFLORES  
LIMA 18 - TELEFS. 473561-472499-475996

TELEX: 20360 - 20015 - 25724 - 25725 - 21054  
CABLES: MINPECO - CASILLA 5876 - LIMA

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IN WITNESS WHEREOF, the parties hereto by their respective and duly authorized officers have executed this Agreement on this \_\_\_\_ day of June, 1988.

BLACK, MANAFORT, STONE & KELLY

By: \_\_\_\_\_

Paul J. Manafort

MINPECO S.A.

By: \_\_\_\_\_

Mario Mesia  
General Manager

SCIPION LLONA 350 - MIRAFLORES  
LIMA 18 - TELEFS. 473561-472499-475996

TELEX: 20360-20015-25724-25725-21054  
CABLES: MINPECO - CASILLA 5876 - LIMA

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